

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date: 1/17/2007

Project Name & Number: 2007 Materials Investigations Program
ST07-1606

CIP #: 50591

Project Description: Provide in place quality control investigations of construction materials such as gravel, concrete and asphalt during placement.

Consultant: ATS, Inc.

Original
Contract Amount: \$20,000.00

Original
Contract Date: January 2007

Original
Completion Date: 12/31/2007

Amendment Number:

Amendment Description:

Current Contract Amount:	\$20,000.00	Current Completion Date:	December 31, 2007
Change Requested:			
New Contract Amount:	\$20,000.00	New Completion Date:	

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$5,000.00	833	4223	sewer
\$10,000.00	8910	4223	streets
\$5,000.00	933	4223	water
\$20,000.00	Total		

Agreement Review & Approvals

1/24/2007

Project Manager	Date	Division Manager	Date
Department Director	Date	City Attorney	Date

ROUTING INSTRUCTIONS

Route **two** originals of the **Agreement** for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

	Date	Initials	Approved	
Appropriation			Y	N
Cash Flow			Y	N



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140 Pine Needle Drive • Spearfish, SD 57783 • Phone (605) 642-2742 • Mobile 390-3768

CITY OF RAPID CITY

Engineering Division
300 6th Street
Rapid City, South Dakota 57701

January 26, 2007

Attn: Mr. Joe Jagodzinski, P.E.

ATS No. 07-7007

Subj: Proposal for Materials Testing

2007 Citywide Materials Testing Contract
Rapid City, SD

Thank you for the opportunity to provide you with this proposal for materials testing and inspection services to be performed for the above referenced project. This proposal consists of the narrative, scope of work, unit rates and estimated fees, and general conditions. This proposal is valid for 90 calendar days from the date of issuance. Execution of a work agreement after that date would require review and possible revision of the proposal.

SCOPE OF WORK

American Technical Services will provide the necessary tools, equipment and personnel to perform the requested soil field and laboratory testing, concrete field and laboratory testing, and asphalt field and laboratory testing for the upcoming City of Rapid City improvements projects in Rapid City, South Dakota.

Field sampling and testing, as well as laboratory testing, will be conducted by experienced and qualified Engineering Technicians under the direct supervision of a Professional Engineer. The proposed services will include on-site and laboratory testing as requested and specified to determine conformance of the following construction parameters with the project specifications:

- ▶ Soil field and laboratory testing.
- ▶ Concrete field and laboratory testing.
- ▶ Asphalt field and laboratory testing.

Services provided by the Professional Engineers of American Technical Services will consist of professional opinions and recommendations made in accordance with generally accepted engineering practices.

The on-site presence of field representatives of American Technical Services will be for the purpose of providing our Client with a continuing source of information relative to materials and operations and will not include any superintending, supervision, direction or responsibility for safety of the actual work of the Contractor or the Contractor's workmen.

UNIT RATES AND ESTIMATED FEES

<u>ITEM</u>	<u>UNIT RATE</u>
A. <u>EARTHWORK/AGGREGATE TESTING:</u>	
Modified Proctors	\$135.00/ea*
Proctor Check Points	\$ 50.00/ea*
Gradation	\$ 90.00/ea*
Plasticity Index	\$ 60.00/ea*
Nuclear Density Tests	\$ 25.00/ea*
Engineering Technician	\$ 45.00/hr
Geotechnical Engineer	\$ 90.00/hr

Above tests include Engineering Technician time for preparation, travel, and reporting. Engineering Technician and Geotechnical Engineer time applies for standby or other services, if required

B. CONCRETE TESTING:

Concrete Cylinders	\$175.00/set of 4*
Engineering Technician	\$ 45.00/hr
Geotechnical Engineer	\$ 90.00/hr

Above test include Engineering Technician time for fresh tests, travel, transporting, and reporting. Engineering Technician and Geotechnical Engineer time applies for standby or other services, if required

C. ASPHALT TESTING:

Engineering Technician	\$ 45.00/hr
Marshall Series	\$135.00/ea *
Rice (Theoretical max. dens.)	\$135.00/ea *
Air Voids	\$ 50.00/ea *
Asphalt Content (Ignition oven)	\$100.00/ea *
Gradation	\$100.00/ea *
Nuclear Density Tests	\$ 25.00/ea

Above tests include Engineering Technician time for preparation, travel, and reporting. Engineering Technician and Geotechnical Engineer time applies for standby or other services, if required

D. MOBILIZATION:

Trip Charge	\$15.00/ea
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Other tests and services are available upon request.

These are our unit rates for testing services based on our current fee schedule. Unit rates include travel time, sample retention and preparation, and test reporting. We will increase or decrease frequencies of testing upon request.

Please note that any or all of the above quoted services can be contracted. Retests will be conducted as necessary and billed per the contract documents. The actual fee will reflect the services requested and performed. South Dakota Gross Receipts Taxes will be billed according to South Dakota Law.

We look forward to working with you. If you have any questions or comments, we will be happy to discuss them with you. If this proposal meets with your approval, please sign below and return a signed copy for our records.

Sincerely,
AMERICAN TECHNICAL SERVICES, INC.



Dave G. Bressler, P.E.
Director of Engineering

CITY OF RAPID CITY
Proposal for Materials Testing
2007 Citywide Materials Testing Contract
Rapid City, SD

PW032707-11
January 26, 2007

ATS No. 07-7007

The foregoing proposal narrative and all attachments have been read and are hereby accepted.

ORGANIZATION

ORGANIZATION

MAYOR OF RAPID CITY

FINANCE OFFICER

DATE

DATE

GENERAL CONDITIONS

SECTION 1: PROJECT INFORMATION

- 1.1 Client will make available to ATS all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.
- 1.2 Client will immediately transmit to ATS any new information that becomes available to it or its subcontractors, so that recommended actions can be reviewed.
- 1.3 Client will provide a representative to answer questions about the project when required by ATS, upon 24-hour notice.
- 1.4 *OK* *Done* *3/14/07* *ATS* Client will not be liable for any incorrect advice, judgement, or decision based on any inaccurate information furnished by Client, ~~and Client will indemnify ATS against liability arising out of or contributed to by such information.~~

~~expenses or collection expenses, including attorney's fee, will be paid to the prevailing party.~~

OK *Done* *3/14/07* *ATS* ~~If the Client institutes a suit against ATS, which is dismissed, or a verdict rendered for ATS, client agrees to pay ATS for all cost of defense, including attorney's fees, expert witness fees and court costs.~~

SECTION 6: STANDARD OF CARE

- 6.1 ATS will perform consistent with the level of care and skill ordinarily exercised by members of the geotechnical, materials, structural, and forensic testing profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
- 6.2 ATS will be responsible for its data, interpretation, and recommendations, but will not be responsible for interpretation by others.

SECTION 2: SAMPLES

- 2.1 ATS will retain representative samples for 14 days after submission of ATS report. Upon request by Client, samples can be shipped, charges collect, to destination selected by Client; or ATS can store them for an agreed upon storage charge.

SECTION 7: LIMITATION OF LIABILITY

OK *Done* *3/14/07* *ATS* ~~ATS's liability to the Client and all contractors and subcontractors on the project, for damages due to professional negligence, negligence or breach of any other obligation to Client or others, will be limited to an amount not to exceed \$20,000 or the ATS fee, whichever is less.~~

SECTION 3: FEE PAYMENT

- 3.1 ATS will submit invoices to client monthly, and a final invoice upon completion of services. Invoices will show charges based on current ATS Fee Schedule or other agreed upon basis. A detailed separation of charges and backup data will be at Client's request.
- 3.2 The Client will pay the balance stated on the invoices unless Client notifies ATS in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date.
- 3.3 Payment is due upon receipt and is past due thirty (30) days from invoice date. On past due accounts, Client will pay a late charge of 1.5 (%) per month, or the maximum allowed by law. In the event of litigation, resulting from Client's refusal to make payment, without just cause, then all warranties and representations, expressed or implied, by ATS shall be void.
- 3.4 In the event Client fails to pay ATS within sixty (60) days following invoice date, ATS may consider the default a total breach of this agreement and all duties of ATS under this agreement will be terminated.

OK *Done* *3/14/07* *ATS* ~~Client will notify any contractor or subcontractor who performs work in connection with any work done by ATS of the limitation of liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against ATS. In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify ATS for any liability to any third party.~~

SECTION 8: INSURANCE

OK *Done* *3/14/07* *ATS* ~~ATS will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which ATS considers adequate. ATS will not be responsible for liability beyond the limits and conditions of the insurance. ATS will not be responsible for any loss or liability arising from negligence by client or by other consultants employed by Client.~~

SECTION 4: OWNERSHIP OF DOCUMENTS

- 4.1 All documents prepared by ATS as instruments of service will remain the property of ATS.
- 4.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 4.3 ATS will retain all pertinent records concerning services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during ATS's normal business hours.

SECTION 9: TERMINATION

- 9.1 This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other part to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination, ATS will be paid for services rendered plus reasonable termination expenses.
- 9.2 If the contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, ATS may complete analysis and records as are necessary to complete its files and may complete a report on the services performed. Termination or suspension expenses will include direct costs of completing analysis, records and reports.

SECTION 5: DISPUTES

- 5.1 ~~If ATS institutes suit against the Client to enforce any part of this agreement, then all litigation~~

SECTION 10: ASSIGNS

- 10.1 Neither party may assign duties or interest in the agreement without the written consent of the other party.

OK *Done* *3/14/07* *ATS*